ployer's premises. There was a notice on the elevator reading: "Dangerous; Persons riding this elevator do so at their own risk." There was evidence that this notice was habitually disregarded by employees, and that such was known to the employer. *Held,* that such evidence was properly submitted to the jury, to determine if there was a waiver or abandonment of the prohibitory rule evidenced by the posted notice. *Selden-Breck Construction Co.* v. *Linnett,* (Okla.), 134 Pac. 956.

The vital point involved in cases of this description is whether the posting of such a notice shows such a performance by the employer of his duty of warning or cautioning the workmen, or such contributory negligence or assumption of risk on the part of the employee as will warrant the withdrawal of the case from the jury. As a general rule, whether the notice is sufficient to constitute the warning and caution, the duty of which is imposed upon the master, is a question of fact for the jury. And, as held in the principal case, it is also within the province of the jury to determine whether the continued disregard has been of sufficient duration to supersede or constitute a waiver of the rule; in other words, "a practical invitation to violate it." *Indermaur* v. *Dames,* L. R. 1 C. P. 274; *O'Donnell* v. *Allegheny Valley R. R.,* 59 Pa. St. 239; *Pa. R. R.* v. *Langdon,* 92 Pa. St. 21; *Wise* v. *Ackerman,* 76 Md. 375; *McNee* v. *Coburn Trolley Track Co.,* 170 Mass. 283; *St. Louis, I. M. & S. Ry. Co.* v. *Caraway,* 77 Ark. 405; *Wright's Adm'r.* v. *Southern Ry. Co.,* 101 Va. 36.

MUNICIPAL CORPORATIONS—PROPERTY ASSESSABLE—STREET-CAR TRACKS.—A statute gave cities power to locate sewers and to make, against the lots and parcels of land located within the territory benefited, special assessments for the purpose of paying the expenses incident thereto. The statute also expressly authorized an assessment against the city for benefits to its streets and public grounds. Defendant's street railway was within a district benefited by a sewer constructed under this statute, and an assessment was placed against the tracks and right of way of defendant. The latter contended that its property located in the street was not subject to this local assessment. *Held,* that the statute was not broad enough to warrant such an assessment against the tracks and right of way of the defendant; that street railways owning and operating railways in the streets do not hold any private easement or interest in the land upon which the tracks are located, but merely avail themselves of the public easement therein, and that since the statute provides that an assessment may be made against the city, such assessment, if made, would cover all benefits accruing to the easement of the public in the street. *Indiana Union Traction Co.* v. *Gough et al.,* (Ind. 1913), 102 N. E. 453.

This decision was inevitable in Indiana since the courts there uniformly hold that the construction and operation of street railways do not constitute an additional servitude for which compensation must be made. Besides the cases cited on this point in the opinion in the above case, see *Chicago, etc. Co.* v. *Whiting, etc. Co.,* 139 Ind. 297; *Magee* v. *Overshiner,* 150 Ind. 127, 40 L. R. A. 370. As to what use of a city's streets is an additional burden on the

street, the courts are not agreed. 6 MICH. L. REV. 84. But the weight of authority certainly is that when the street railway does not unduly interfere with the abutter's right of access, or exclude other means of travel, it is not an additional burden. *Elliot* v. *Fair Haven & W. R. Co.*, 32 Conn. 579; *Howe* v. *West End St. Ry. Co.*, 167 Mass. 46, 44 N. E. 386; *Finch* v. *Riverside & A. R. Co.*, 87 Cal. 597, 25 Pac. 765, 66 L. R. A. 109. Assuming that the street railway company has a property interest in the street other than the right to avail itself of the public easement, it is interesting to inquire whether a statute such as that referred to in the principal case is broad enough to justify the city in assessing such railway company. The fundamental rule of construction is that statutes delegating authority to make local assessments, being in derogation of the right of property, should be strictly construed against the exercise of the power. *Potts* v. *Cooley*, 51 Wis. 358. That such a statute would be broad enough may be inferred from such cases as: *In re North Beach & M. R. Co.*, 32 Cal. 499; and *State* v. *City of Passaic*, 54 N. J. Law 340. Where special assessments are authorized against land benefited by the improvements, the question sometimes arises, what is a "benefit"? As to this it has been held that it must be some advantage accruing from the construction of the work and immediately enhancing the value of the land; that the probability that the city some time in the future may construct a sewer to connect with the present sewer, which will benefit the land in question, is too remote to be called a benefit. *State etc.* v. *City of Elizabeth*, 37 N. J. Law 330.

MUNICIPAL CORPORATIONS — SEWER CONSTRUCTION — CHANGE OF PLANS. — The city council passed an ordinance for the construction of a sewer in a certain district, locating the line on which it was to be constructed, and providing that it should be built in acordance with certain specifications. The statute provided that contracts for street improvements should be let to the lowest and best bidder. Defendant was the only bidder, and was awarded the contract. Work was begun, and after defendant had reached a certain point on a street along which the line of sewer was to be laid, he encountered certain obstructions that could be surmounted only by much blasting, which would cause great expense and danger. Council then passed an ordinance changing the line of the sewer from the street to an alley where there were no obstructions. New bids for the work along the changed line were not asked for, defendant being allowed to finish the job. Defendant later presented certain tax bills against the property of appellant, who attacked the validity of the bills on the grounds that the improvement was not let to competitive bidding, and that the sewer as completed does not conform to the ordinance and specifications on which the bid was made. *Held*, that where the thing which the city officials allow to be changed was not and could not be known at the time of the letting of the contract, they should be allowed to exercise their judgment in dealing with a subject that develops unknown predicaments; and that the change here not being such a material one as to have defeated the right of the property owners to have competitive